

AN ORDINANCE 2006-03-02-0303

AUTHORIZING THE EXECUTION OF A LETTER OF AGREEMENT WITH THE CARING FOR CHILDREN FOUNDATION OF TEXAS, INC. FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT TO PARTICIPATE IN THE CARE VAN® PROGRAM WHEREBY THE CITY WILL OBTAIN FREE USE OF A SPECIALLY EQUIPPED VAN TO SUPPORT COMMUNITY IMMUNIZATION EFFORTS AND RELATED PUBLIC HEALTH ACTIVITIES.

* * * * *

WHEREAS, the Caring for Children Foundation of Texas, Inc. (CFC) is a nonprofit corporation that operates the Care Van® Program, an effort that provides collaborators with a specially equipped van, free of charge, to promote age-appropriate immunizations for children and senior citizens; and

WHEREAS, CFC owns and maintains all Care Vans® and, through lead sponsor Blue Cross and Blue Shield of Texas, provides support for Care Van® Program activities, in collaboration with local immunization coalitions and public health providers; and

WHEREAS, in exchange for the use of the van, the San Antonio Metropolitan Health District will be responsible for overall management and scheduling of the Care Van® when it is being utilized in Bexar County; assignment and recruitment of appropriate health care professionals to administer services; and supervision of City employees assigned to operate the vehicle; and

WHEREAS, the City will maintain vehicle liability insurance for all authorized Care Van® activities and assigned operators, CFC, in cooperation with City, shall be responsible for maintenance, repair and all other costs associated with the mechanical operation of the Care Van®, including fuel costs; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is authorized to execute a letter of agreement with the Caring for Children Foundation of Texas, Inc. for the San Antonio Metropolitan Health District to participate in the Care Van® Program whereby the City will obtain free use of a specially equipped van to support community immunization efforts and related public health activities. A copy of said letter of agreement is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. Fund 26012000, Fund Center 3606840000, and Internal Order 136000000312 entitled "Care Van® Program", is hereby designated for use in accounting for the fiscal transactions of this program.

SECTION 3. The estimated in-kind ceiling of \$10,000.00 is hereby set and appropriated in the above-designated fund, GL Account No. 4501160, and the budget which is attached hereto and

incorporated herein for all purposes as Attachment II is approved and adopted for entry on the City books.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund numbers and Internal order numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall be effective on and after March 12, 2006.

PASSED AND APPROVED this 2nd day of March, 2006.



M A Y O R

PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


for City Attorney

Agenda Voting Results

Name: 39.

Date: 03/02/06

Time: 05:29:25 PM

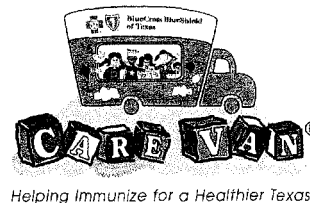
Vote Type: Multiple selection

Description: An Ordinance authorizing the execution of a letter of agreement with the Caring for Children Foundation of Texas, Inc. for the San Antonio Metropolitan Health District to participate in the Care Van® Program whereby the City will obtain free use of a specially equipped van to support community immunization efforts and related public health activities. [Presented by Dr. Fernando A. Guerra, Director, Health; Frances A. Gonzalez, Assistant City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		



ATTACHMENT I



P.O. Box 660583 • Dallas, Texas 75266-0583 • 1-800-258-5437 • fax (972) 766-7975 • www.bcbstx.com/carevan

Letter of Agreement

This Letter of Agreement (Agreement) specifies the terms and conditions upon which the City of San Antonio on behalf of the San Antonio Metropolitan Health District (City) will participate in the Caring for Children ("CFC") Foundation of Texas, Inc.'s Care Van® Program.

Background

The Caring for Children Foundation of Texas, Inc., a Texas nonprofit corporation (CFC), in cooperation with local immunization coalitions and public health care providers, operates the Care Van Program to provide awareness of the need to immunize children with age appropriate vaccinations, and to provide direct access to vaccinations for Medicaid eligible and uninsured children and senior citizens through specially equipped vans which visit schools, churches, restaurants, recreational parks, shopping centers, public housing, community centers, health fairs and related places and events. CFC owns and maintains all Care Vans and provides, through lead sponsor Blue Cross and Blue Shield of Texas, support for Care Van Program activities. Interested third parties participate with CFC in area or regional collaborations. The City of San Antonio on behalf of the San Antonio Metropolitan Health District (City) desires to participate in an area collaboration.

Agreement

Accordingly CFC and City agree as follows:

- 1). This Agreement shall become effective on the 1st day of March, 2006 and will continue until terminated by either party upon thirty (30) days written notice.
- 2). The City will provide collaboration support services under the Care Van Program for Bexar County, Texas.
- 3). Primary collaboration support services to be provided by the City shall include:
 - a). City will provide overall management and coordination of scheduling the Care Van when it is being utilized in Bexar County under the care, custody, and control of City pursuant to this Agreement, as well as recruitment of appropriate licensed health care professionals to administer health care services on behalf of City and as described in this Agreement, supervision of City employees assigned to operate the Care Van who will be appropriately licensed and approved to drive City vehicles by the City and other volunteers supporting implementation of specified health services, and supervision and coordination of related community and/or regional promotional activities in cooperation with CFC.
 - b). City will maintain vehicle liability insurance for all authorized Care Van activities and assigned operators. In addition, City shall be solely responsible for any and all liabilities and losses arising out of personal injury, property damage, claims, suits, damages, expenses, or liabilities of any kind or nature whatsoever which may arise out of or be consequent to the operation and use of the Care Van and all related Care Van activities and events, unless such a loss is determined by mutual agreement or by a court of competent jurisdiction to have been caused by negligence of CFC or by a defect in design, material or manufacturer of the Care Van existing at the time the vehicle was manufactured or delivered to City.
 - c). City shall maintain such self-insurance as will protect City from all claims under Worker's Compensation Acts and other employee benefit acts, and all claims for damages because of bodily injury including death of employees and any other persons, and all claims for damages to property, any or all of which may arise out of or result from City's use and operation of the Care Van.

4). CFC, in cooperation with City, will be responsible for maintenance, repair and all other costs associated with the mechanical operation of the Care Van. City will be reimbursed for all properly documented expenses and costs incurred in the maintenance and repair of the Care Van. City will be responsible for assuring that the Care Van is made available for necessary maintenance and repair and will maintain the Care Van's mechanical condition to facilitate its safe and reliable operation during periods of utilization pursuant to this Agreement.

5). The parties acknowledge and agree that the name Care Van as well as van design and specifications are the exclusive property and rights of CFC. Utilization of the name Care Van or information related to the van imprint, electronic format, or other media shall be subject to any guidelines set forth by CFC and to its prior written approval. City will regularly provide CFC with copies of all media, print or electronic reports on the Care Van Program in Bexar County and copies of promotional materials and CFC will reimburse City reasonable charges for providing such information.

6). The services to be provided by the Care Van in Bexar County will include childhood and adult immunizations, immunization education and awareness, cholesterol screenings, blood pressure checks, glucose checks and distribution of health and health services information. The transportation, storage and/or distribution of any information, literature or materials concerning or related to sexually transmitted diseases are expressly prohibited. Additional services may be provided upon mutual written agreement.

7). Signage and graphics appearing on all Care Vans shall be determined exclusively by CFC. Additional graphics or signs may not be added to the exterior or interior of the Care Van without written approval from CFC and if CFC deems appropriate from lead sponsor, Blue Cross and Blue Shield of Texas. The parties agree that by participating in this Care Van Program collaboration, City does not endorse or recommend Blue Cross and Blue Shield of Texas or any other present or future sponsor of the Care Van Program whose logos or other indicia may appear from time to time on any Care Van utilized in Bexar County. Upon prior approval and authorization of CFC, City in collaboration with the Care Van Program in Bexar County, may have the right to affix magnetic signs to the Care Van in a manner and context consistent with CFC's direction.

8). CFC assumes no responsibility or liability for damage or harm to persons or property which are directly or indirectly attributable to City's utilization of the Care Van pursuant to this Agreement.

9). This Agreement does not grant to City any property right to or interest in CFC or the Care Van Program, any van and, in particular, the Care Van to be utilized in Bexar County, and the collaboration rights granted herein are personal to City, nontransferable, nonassignable and nonexclusive. The parties agree that the Care Van shall be used solely for the purpose specified in this Agreement. In no event shall the Care Van be used for personal convenience or non-event related transportation. The Care Van is not to be used for general transportation, passenger transportation or to carry materials and goods not specifically related to Care Van activities. Use of the Care Van for personal or non-event related purposes shall be the basis for immediate termination of this Agreement without notice.

10). City shall, at its own expense, comply with applicable statutes, ordinances, administrative orders, rules or regulations relating to its activities and performance under this Agreement as the primary collaboration party in Bexar County and shall procure all licenses and pay all fees and other charges required thereby.

11). This Agreement constitutes the entire agreement between the parties with respect to the subject matter. This Agreement is intended by the parties as the complete and exclusive statement of the terms of this Agreement. No amendment, modification, alteration, waiver or discharge of any provision of this Agreement will be valid unless in writing and signed by both parties.

If you are in agreement with the foregoing, please execute this Agreement in the space provided below.

Very truly yours,

Caring for Children Foundation of Texas, Inc.

By: 
Name: Craig Jeffery
Title: Executive Director

Accepted and agreed to as of the effective date first above written:

City of San Antonio on behalf of the San Antonio Metropolitan Health District

By: _____
Frances A. Gonzalez
Assistant City Manager

Fernando A. Guerra, M.D., M.P.H., F.A.A.P.
Director of Health

ATTEST:

By: _____
Leticia M. Vacek
City Clerk

Date

APPROVED AS TO FORM:

By: _____
Michael D. Bernard
City Attorney

ATTACHMENT II
Fund Group ID #26012298
Fund 26012000
Fund Center 3606840000
Functional Area 3600400000050042
Caring for Children Foundation of Texas, Inc.

<u>ESTIMATED REVENUES</u>	<u>GL</u>	<u>ORIGINAL BUDGET</u>
Foundation Award (estimated in-kind)	4501160	\$ 10,000
Total Estimated Revenues		<u>\$ 10,000</u>

APPROPRIATIONS

Care Van Program

36-06-84 03/01/2006 to 12/31/9999

Cost Center 3606840001

Internal Order 136000000312

Maint.- Repair Auto	5204090	2,500
M&R Parts Automotive	5301020	2,500
Motor Fuel and Lub.	5403545	2,500
Automotive Admin Chg	5404510	<u>2,500</u>
Total 36-06-84		<u>\$ 10,000</u>